

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CAYLA LUNEMANN**, *individually and on  
behalf of similarly situated persons*,

Plaintiff,

v.

**KOOMA III LLC**,

Defendant.

**CIVIL ACTION**

**NO. 23-3704-KSM**

**ORDER**

**AND NOW**, this 8<sup>th</sup> day of August, 2024, upon consideration of Plaintiff's unopposed motion for final approval of the class action settlement (Doc. No. 30) and for attorney's fees and service award (Doc. No. 29), the entire record in this matter, and after a final fairness hearing with the parties on August 1, 2024, the Court finds as follows:

1. The Motion for Final Approval of the Class Action Settlement (Doc. No. 30) is **GRANTED**.

2. The Court **CERTIFIES** the following settlement class pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3):

All individuals who, during any time between September 22, 2020 and December 10, 2023, worked as servers at Kooma Asian Fusion & Sushi Bar in King of Prussia, PA.

3. The Court **CERTIFIES** the following settlement FLSA collective:

All individuals who, during any time between September 22, 2020 and December 10, 2023, worked as servers at Kooma Asian Fusion & Sushi Bar in King of Prussia, PA.

4. The following attorneys are **APPOINTED** as class counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure:

Peter Winebrake, Esquire  
Winebrake & Santillo, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
(215) 884-2491

Michelle Tolodziecki, Esquire  
Winebrake & Santillo, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
(215) 884-2491

5. Notice of the Settlement Agreement to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies due process and Rules 23(c)(2)(B) and 23(e) of the Federal Rules of Civil Procedure.
6. The Settlement Agreement is **APPROVED** pursuant to Federal Rule of Civil Procedure 23(e) and the factors set forth in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975) as fair, reasonable and adequate to all Class Members.
7. The Settlement Agreement is a fair and reasonable resolution of a bona fide dispute over FLSA provisions.
8. The Motion for Approval of Requested Attorney's Fees and Service Award (Doc. No. 29) is **GRANTED IN PART**.
9. The Court approves the payment to class counsel of \$33,750.00 as attorney's fees, which includes \$518.62 in costs, as fair and reasonable attorney's fees and expenses incurred in the prosecution of this action based on the Court's independent analysis and consideration of the factors set forth in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000).
10. The Settlement Administrator, Winebrake & Santillo, LLC, shall distribute the Settlement Fund as set forth in the Settlement Agreement.

11. For the reasons set forth in the accompanying Memorandum, the Court awards \$2,500.00 as an incentive award to the named Plaintiff, Ms. Cayla Lunemann.
12. The Court approves the Pennsylvania IOLTA Board as *cy pres* recipient of any unclaimed funds from the parties' Rule 23 Class Settlement Fund.
13. This matter is **DISMISSED WITH PREJUDICE**. The Court will maintain jurisdiction over the enforcement of the settlement.

**IT IS SO ORDERED.**

/s/ Karen Spencer Marston

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KAREN SPENCER MARSTON, J.